APPENDIX

JUNE 9, 1992

The Committee members were as follows:

Employer Committee	*Union Committee*
Ralph Stewart, Chairman	Jack Yager, Chairman
Stephen Bridge	Frank Wsol, Co-Chairman
Bob Preut	Carlow Scalf
Bill Carpenter	Lawrence Parrott
Wayne Thompson	Jerry Shaw
Joe Secich	Paul Tuggle
Robert Terbin	

Sergeant-at-arms: Jim Schenk

Secretary: Teddy Pocius

INDEX OF DEADLOCKED CASES

Case	Article	Parties	Pages
216		Local 407, Cleveland vs. Central Cartage	25-46
245	55	Local 627, Peoria vs. Central Cartage	72-73
247-259		Local 89, Louisville vs. Central Cartage	1-8
269	32	Local 957, Dayton vs. Central Cartage	14-19

[1] CO-CHAIRMAN WSOL: 247 through 259 will be heard as one?

MR. SCHENK: Yes.

CO-CHAIRMAN WSOL: Do you want to bring them in?

CHAIRMAN STEWART: Let's finish the Agenda.

MR. BRIDGE: That's all together down to 259.

CHAIRMAN STEWART: We are going to hear 247—

MR. SCHENK: —through 259.

CO-CHAIRMAN WSOL: Heard as one. If you want to finish the Agenda, we can do that. I figured we would stop and listen to this case and then go on with the Agenda.

CHAIRMAN STEWART: We can do that, Frank. I'm agreeable. We'll take a rest.

MR. THOMPSON: So we are going to hear the cases?

CO-CHAIRMAN WSOL: 247 through 259.

MR. BRIDGE: What's your pilot case, Tom? We are calling you in here on 247 through 259 inclusive.

CO-CHAIRMAN WSOL: What do you want to use, [2] Jerry?

MR. SHAW: 247: *Case No. 247 is as follows: Local 89, Louisville vs. Central Cartage* Deadlocked at Ky/WVa JSC, April 28, 1992.

CO-CHAIRMAN WSOL: Let's have your attention, please. This is Cases 247 through 259. They will be heard as one. Case 247 is being used as the pilot case.

It's Local 89 vs. Central Cartage. "Stanley Sharp—The year of 1990, Central Cartage failed to pay daily pension requirements to the CSPF on behalf of Stanley Sharp, casual, worked this year."

Union?

MR. CHRIST: Point of order, Mr. Chairman. Thomas Christ for the Company. I'd like to take a point of order that this grievance revolves around an issue that is in federal court between the Central States Pension Fund

and Central Cartage and, therefore, improper before this Committee at this time.

MR. SHAW: Mr. Chairman, Shaw for the Union. The contract is pretty plain. The Employer [3] is to pay casuals pensions per days worked, and this has failed to happen going back several years. It first came to me the early part of this year when we had two casuals checking their time as they was getting ready to retire. And that's where we are now. My friend over there, Tom, allowed me to read part of the transcript of an old trial or hearing, and the Union doesn't agree that these are "nonunion casuals." They were all union casuals. They were all covered under the contract. And, therefore, it's our position that it is proper and it should be paid.

MR. CHRIST: If I may, Mr. Chairman. There is on ongoing audit and lawsuit from the Central States. I have here a copy of both the suit filed by the Central States, our response to that suit. And one of the issues directly in the suit is the issue of casuals.

I'd also like to introduce testimony out of a deposition from Joel Aherns at Central States. This deposition was taken on the 7th of April, 1992 by Notary Public Laura Benar for Cook County, taken on the 7th of April, and I'd like to just read two questions and Mr. Aherns' answers to those [4] questions.

CO-CHAIRMAN WSOL: What page would you be reading from?

MR. CHRIST: Page 28, line 21:

> "Q It is your understanding that if a question of job classification has been determined by the grievance machinery that the Pension Fund and Health & Welfare Fund is bound to follow that decision?
>
> A No, that's not my understanding.
>
> Q What is your understanding?
>
> A That we do not consider ourselves bound by the grievance machinery one way or the other. We use the federal courts to make most of the determinations that we feel are necessary under a given agreement if there is an area of dispute."

I will go to a position in our countersuit against Central States on page 3 of Central's pleadings. It was Central's belief following the 1988 audit and the settlement agreement, which settled all audit questions, that Central did not have an obligation to contribute to the Pension Fund for its nonunion member casual workers. This issue [5] exactly is before the federal courts based on the settlement of the lawsuit that settled the '88 audit. You have the fund that's claiming they do not care and do not abide by grievance decisions. Therefore, this grievance is improper at this time.

CO-CHAIRMAN WSOL: Union?

MR. SHAW: If I say, Mr. Chairman, in the Company's own presentation, they again read the portion of "nonunion." These are not nonunion casuals.

Secondly, this Local Union don't really give a damn what Central States feels they are bound to or not bound to. We are here representing our employee member, casuals, and we are here to get justice from this Committee on behalf of those employees, whatever justice this Committee deems is needed and necessary. We are not here to argue for or with Central States. This is a contract violation. I will rest.

CO-CHAIRMAN WSOL: Company?

MR. CHRIST: I have nothing further other than I have presented on the issue of propriety.

CO-CHAIRMAN WSOL: Any questions from this Committee?

[6] MR. BRIDGE: Not yet.

CO-CHAIRMAN WSOL: Not yet?

MR. BRIDGE: Not right now. The last paragraph of Article 55, is the Local Union filing this under Article 55?

MR. SHAW: Yes.

MR. BRIDGE: Cartage agreement.

MR. SHAW: Yes.

MR. BRIDGE: That's the last question I had. The current cartage agreement, is that correct?

MR. SHAW: Current and past.

MR. BRIDGE: Do they encompass both contracts?

MR. SHAW: '91/'94 and some of them do go back to '88/'91.

MR. BRIDGE: Thank you.

MR. THOMPSON: I guess I have a question. I seem to be somewhat confused. The Company says that these casuals are nonunion casuals, and the Union is saying that they're union casuals.

Is this a right-to-work state, or how can we go about verifying that these people are covered under your benefit program?

[7] MR. SHAW: Well, if you are asking me, Wayne, I'm not being a smart aleck but you can ask me if they're union members and I can tell you they are union members. And it is not a right-to-work state. Again, the contract prevails period.

Now, if you want to know the honest to God truth, if they were nonunion, I would still take the same position on those employees, casuals, as long as the Employer is signatory to the contract.

CO-CHAIRMAN WSOL: Anything else?

MR. SHAW: That's all I have, Mr. Chairman.

CO-CHAIRMAN WSOL: The parties are excused.

(The parties left the room, whereupon hte Committee went into executive session, and a motion was made and properly seconded that it's improper under the language in the contract.)

CO-CHAIRMAN WSOL: There's a motion that it's improper. All those in favor say "aye."

(The Employer Committee voted "aye.")

CO-CHAIRMAN WSOL: Opposed?

(The Union Committee voted "no.")

CO-CHAIRMAN: Deadlocked on impropriety. Bring them in, Jim.

[8] (The parties re-entered the room.)

CO-CHAIRMAN WSOL: Give them the decision, please.

(Decision read.)

NATIONAL GRIEVANCE COMMITTEE

Union Chiarman:
Ron Carey
25 Louisiana Ave., N.W.
Washington, D.C. 20001

Employer Chairman:
Stephen F.G. Bridge
107 W. Willow Ave.
Whesion, IL 60187

March 18, 1994

Mr. Lon E. Fields, Sr., President
Teamsters Local Union No. 89
3813 Taylor Blvd.
Louisville, Kentucky 40215

Mr. Thomas Christ
Central Cartage Company
P. O. Box 80
Warren, Michigan 48090

Mr. Charles L. Gauwitz, President
Teamsters Local Union No. 627
7101 North Allen Road
Peoria, IL 61614

N-8-92-MCLAC-C7 *Local 89 (Louisville) and Local 627 (Peoria) vs Central Cartage.* Case 247, Deadlocked at the 6/92 MCLAC-CSJAC

Gentlemen:

Please be advised that at the National Grievance Committee, on March 1, 1994, a motion based on the transcript was made that the claim of the Union be upheld. MOTION DEADLOCKED.

Very truly yours,

/s/ Ron Carey
RON CAREY
Union Chairman

/s/ Stephen F. G. Bridge
STEPHEN F. G. BRIDGE
Employer Chairman

cc: CCT
Harold Yates
Frank Wool
Jim Cox

ARTICLE 45.
GRIEVANCE MACHINERY
AND UNION LIABILITY

Section 1. General

The Unions and the Employers agree that there shall be no strike, lockout, tie-up, or legal proceedings without first using all possible means of settlement, as provided for in this Agreement, and in the Master Agreement, if applicable, of any controversy which might arise.

Disputes shall first be taken up between the Employer and the Local Union involved. Failing adjustment by these parties, the following procedure shall apply.

(a) Where a Joint Local Area Committee, by a majority vote, settles a dispute, no appeal may be taken to the Joint State Cartage Committee. Such decisions will be final and binding on both parties.

(b) Where a Joint Local Area Committee is unable to agree or come to a decision on a case, or where there is no such committee, it shall, at the request of the Union or the Employer involved, be appealed to the Joint State Cartage Committee at the next regularly constituted session. Minutes of the local committee shall set forth the position and facts relied on by each party, but each party may supplement such minutes at the hearing before the Joint State Cartage Committee.

(c) Where a Joint State Cartage Committee, by a majority vote, settles a dispute, no appeal may be taken to the Joint Area Cartage Committee. Such decision will be final and binding on both parties.

(d) Where a Joint State Cartage Committee is unable to agree or come to a decision on a case, it shall, at the request of the Union or the Employer involved, be appealed to the Joint Area Cartage Committee at the next regularly constituted session, unless the parties mutually

agree to umpire handling. Matters pertaining to interpretation are not subjct to umpire handling at this level. Where the Joint Area Committee, by majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal.

(e) It is agreed that all matters pertaining to the interpretation of any provisions of this Agreement may be referred by the State Secretary for the Union or the State Secretary for the Employers at the request of either the Employer or the Union parties to the issue with notice to the other Secretary, to the Joint Area Cartage Committee at any time for final decision. At the request of the Company or Union representative, the Joint Area Cartage Committee shall be convened on seventy-two (72) hours' notice to handle matters so referred.

(f) Deadlocked cases may be submitted to umpire handling if a majority of the Joint Area Committee determine to submit such matter to an umpire for decision. Deadlocked grievances and questions of interpretation which are subject to handling under the provisions of Article 8 of the Master Agreement shall be referred promptly to the National Grievance Committee in accordance with such Article 8.

(g) Failure of any Joint Committee to meet without fault of the complaining side, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision, withdraws the benefits of Article 45.

(h) The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

(i) Any claim by an employee covered by this Agreement for additional compensation or benefits must be presented in writing within thirty (30) days from the end of the month in which the employee had knowledge of said

claim. Failure to submit a claim within said thirty (30) days shall automatically bar any such claim from being presented to or against said Carrier either under this Agreement or otherwise: provided, however, that in the case of separate agreements, express or implied, between Employers and employees contrary to the terms of this Supplement or the Agreements, the thirty (30) days' limitation shall not apply. Where a State Committee has by prior agreement set a different time limitation, it shall continue.

Section 2.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health & Welfare or Pension Fund or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in health & welfare and pension payments, the Local Union or Area Conferences, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employers shall be responsible to the employees for losses resulting therefrom.

ARTICLE 8.

NATIONAL GRIEVANCE PROCEDURE

Section 1.

All grievances or questions of interpretations arising under this National Master Freight Agreement or Supplemental Agreements thereto shall be processed as set forth below. If such Supplemental Agreements provide for arbitration of discharges, such procedure shall be continued.

(a) All factual grievances or questions of interpretation arising under the provisions of the Supplemental Agreement (or factual grievances arising under the National Master Freight Agreement), shall be processed in accordance with the grievance procedure of the applicable Supplemental Agreement.

If upon the completion of the grievance procedure of the Supplemental Agreement the matter is deadlocked, the case shall be immediately forwarded to both the employer and the union secretaries of the National Grievance Committee, together with all pertinent files, evidence, records and committee transcripts.

Any request for interpretation of the National Master Freight Agreement shall be submitted directly to the Conference Joint Area Committee for the making of a record on the matter, after which it shall be immediately referred to the National Grievance Committee. Such request shall be filed with both the union and the employer secretaries of the National Grievance Committee with a complete statement of the matter.

Claimed violations of either Article 9 - Protection of Rights, Article 29 - Substitute Service and Article 32 - Subcontracting, shall be filed directly with the appropriate Conference Joint Area Committee. The Conference Joint Area Committee shall have the authority to render a final and binding decision or direct the grievance to the appro-

priate lower level committee for hearing if the grievance is not properly claimed under the provision of either Article 9, Article 29, or Article 32. The Conference Joint Area Committee must hear and decide such cases within sixty (60) days of the filing of the grievance. In the event of a deadlock, the National Grievance Committee, upon request by either party, shall convene a specially called National Grievance Committee meeting to decide such dead-locked cases, in which event a complete record of the matter shall be made for referral to the National Grievance Committee. Grievances arising under this paragraph shall be expeditiously processed and may be heard at either regularly scheduled or specially called hearings. A grievance may be filed by any Area Conference whose members are adversely affected by an alleged violation of Article 32, Section 4(b) occurring within its jurisdiction.

(b) Any matter which has been referred pursuant to Section 1(a) above, or any question concerning the interpretation of the provisions contained in the National Master Freight Agreement, shall be submitted to a permanent National Grievance Committee which shall be composed of an equal number of employer and union representatives. The National Grievance Committee shall meet quarterly, for the disposition of grievances referred to it, or may meet at more frequent intervals, upon call of the chairman of either the employer or union representatives on the National Grievance Committee. The National Grievance Committee shall adopt rules of procedure which may include the reference of disputed matters to subcommittees for investigation and report, with the final decision or approval, however, to be made by the National Grievance Committee. If the National Grievance Committee resolves the dispute by a majority vote of those present and voting, such decisions shall be final and binding upon all parties.

Cases involving discharge or suspension which are deadlocked by the National Grievance Committee may, by majority vote, be referred to arbitration. Procedures relat-

ing to such referrals shall be included in the Rules of Procedure of the National Grievance Committee.

If the National Grievance Committee is deadlocked on the disposition of the dispute, then either party shall be entitled to all lawful economic recourse to support its position in the matter. In considering factual disputes that are deadlocked or deadlocked questions of interpretation arising out of Supplemental Agreements, the decision of the National Grievance Committee shall be based on the provisions of the applicable Supplemental Agreement.

The Employer may request the Co-chairman of the National Grievance Committee to appoint and convene a joint Employer and Union Committee which shall have the authority to approve uniform dispatch procedures and rules which shall apply to the individual company's over-the-road operations.